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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RAVI WHITWORTH, JAVIER FRIAS,
GREG CARRANZA, and JOSHUA
ARGUELLES on behalf of
themselves, the State of California, and all
other aggrieved employees,

Plaintiffs,

v.

SOLARCITY CORP. and TESLA ENERGY
OPERATIONS, INC.,

Defendants.

Case No. 3:16-cv-01540-JSC

~~PROPOSED~~ **JUDGMENT RE:
APPROVAL OF SETTLEMENT**

Judge: Jacqueline Scott Corley
Courtroom: Courtroom 8—19th Floor

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Tesla Energy Operations, Inc. formerly known
as SolarCity Corporation*

1 The Court, having considered Plaintiffs’ Ravi Whitworth, Javier Frias, Greg Carranza, and
2 Joshua Arguelles’ Unopposed Motion for Approval of Private Attorneys General Act (PAGA)
3 Settlement, the PAGA Representative Action Settlement and Release Agreement (“Settlement
4 Agreement”), and all evidence and supplemental briefing filed in support thereof, and GOOD
5 CAUSE appearing, HEREBY ORDERS THE FOLLOWING:

6 1. The Court hereby grants approval of the Labor Code Private Attorneys General
7 Act (“PAGA”) Settlement pursuant to California Labor Code § 2699(1)(2).

8 2. This Order incorporates by reference the definitions in the Settlement Agreement
9 and all terms defined therein shall have the same meaning in this Order.

10 3. The Court finds that the Settlement Agreement has been submitted to the Labor
11 and Workforce Development Agency (“LWDA”) in conformity with California Labor Code §
12 2699(1)(2), and that the LWDA has not sought to intervene or appear in the Action.

13 4. The PAGA Settlement Employees covered by the Settlement consist of the
14 following individuals: approximately 6,210 current and former non-exempt employees who
15 worked for Defendant with job titles such as Photo Installer, Junior Installer, Crew Lead, PV
16 Installer and other similar job roles to install, repair, and/or maintain solar power units located in
17 customers’ homes or worksites in California at any time from April 14, 2015 through September
18 1, 2022.

19 5. The Court finds that the parties reached the Settlement as a result of arms-length
20 negotiations and that the settlement is fair, reasonable and adequate in view of PAGA’s purposes
21 to remediate present labor law violations, deter future ones, and to maximize enforcement of state
22 labor laws. *See Patel v. Nike Retail Servs.*, No. 14-cv-04781-RS, 2019 U.S. Dist. LEXIS 77988,
23 at *5 (N.D. Cal. May 8, 2019); *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 77 (2021). The
24 Court has considered the nature of the claims, the procedural history of the case, the amounts to
25 be paid under the Settlement, the involvement of an experienced private mediator to facilitate the
26 Settlement, the risks of continued litigation that Plaintiffs would face, the potential civil penalties
27 recoverable by Plaintiffs and Defendant’s defenses to such claimed penalties well as the potential
28

1 Court reduction of penalties, and the fact that a settlement represents a compromise of the
2 parties' respective positions rather than the result of a finding of liability at trial.

3 6. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
4 allocated for payment of penalties under PAGA ("PAGA Payment"), and determined that the
5 PAGA Payment is fair, reasonable, and adequate. The Court hereby approves the PAGA
6 Payment. The PAGA Payment shall be \$697,500, which equals the Gross Settlement Amount
7 (\$1,500,000) less the approved Attorneys' Fees and Costs of \$780,000, and Settlement
8 Administrators' Fees and Costs of \$22,500. Seventy-five percent (75%) of the PAGA Payment
9 shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the
10 PAGA Payment shall be distributed to the PAGA Settlement Employees ("Individual PAGA
11 Payments") in accordance with this Order and Judgment and the Settlement Agreement.

12 7. The Court hereby directs the parties to effectuate, and the Settlement
13 Administrator to administer, the Settlement and to make the payments as provided by the
14 Settlement Agreement.

15 8. The Court finds that Plaintiffs' Counsel has adequately represented the Plaintiffs,
16 the PAGA Settlement Employees, and the LWDA for purposes of entering into and implementing
17 the Settlement. The Court approves the payment of \$600,000 in fees and \$180,000 in costs to
18 Plaintiffs' Counsel.

19 9. The Court approves the payment of \$22,500 to the Settlement Administrator,
20 ILYM Group, Inc., for Administrator Costs, which the Settlement Administrator shall pay itself in
21 accordance with the Settlement Agreement.

22 10. The Court has reviewed and approves the Notice of Settlement and Your Payment
23 letter, for distribution to the PAGA Settlement Employees.

24 11. Defendant is directed to deposit the Gross Settlement Amount with the Settlement
25 Administrator thirty (30) calendar days after the Effective Date, as defined in the Settlement
26 Agreement.

27 12. Within seven (7) calendar days after the receipt of the Gross Settlement Amount,
28 the Settlement Administrator will pay from the Gross Settlement Amount to the LWDA the

1 LWDA Payment, and will pay to Plaintiffs' Counsel the Attorneys Fees and Costs as approved by
2 the Court. The Settlement Administrator will issue to each PAGA Settlement Employee at their
3 last known address a check for their Individual PAGA Payment within fifteen (15) calendar days
4 after the receipt of the Gross Settlement Amount.

5 13. The sum total of Settlement checks issued to PAGA Settlement Employees that are
6 not cashed within 180 calendar days from the date the checks were issued will be paid to
7 California Rural Legal Assistance, Inc., as *cy pres*.

8 14. Upon the Effective Date, Plaintiffs on behalf of themselves, the LWDA, and the
9 PAGA Settlement Employees, will fully release the Released Parties of the PAGA Released
10 Claims, as set forth in the Settlement Agreement. In accordance with California law as stated in
11 *inter alia* *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 985, a judgment "in a representative
12 action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of
13 2004 ... is binding not only on the named employee plaintiff but also on government agencies
14 and any aggrieved employees not a party to the proceeding." Thus, the named Plaintiffs, the
15 LWDA and related state agencies, and all PAGA Settlement Employees are bound by this Order
16 and Judgment.

17 15. Notice of this Order and Judgment shall be given to the LWDA by submission
18 through the online system established for the filing of notices and documents, in conformity with
19 California Labor Code § 2699(1)(3).

20 16. Judgment in this matter is entered in accordance with the terms of the Settlement
21 Agreement and the Court directs the Clerk of the Court to enter the Court's Order as a Judgment.
22 This Judgment is intended to be a final disposition of the above captioned action in its entirety,
23 but is not and may not be construed as a finding or admission of any violations or wrongdoing by
24 Defendant. The Court hereby dismisses with prejudice Plaintiffs' individual and representative
25 PAGA claims.

26 17. Without affecting the finality of the Court's judgment in any way, the Court will
27 retain continuing jurisdiction over this matter for purposes of supervising the implementation,
28 enforcement, construction, administration, and interpretation of the Settlement Agreement and

1 this Order and Judgment. Nothing herein will preclude any action to enforce the parties'
2 obligations under the Settlement Agreement.

3 18. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
4 are admissions by Defendant, or any of the Released Parties, of liability or violations as to any of
5 the allegations alleged in the Action, all of which are denied by Defendant, nor is this Order and
6 Judgment a finding of any Labor Code or other violations by Defendant or of the validity of any
7 claims in the Action, or of any wrongdoing by the Defendant, or any of the Released Parties.

8
9
10 **IT IS SO ORDERED.**

11
12 DATED: May 9, 2023

